

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and TWTC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, and/or Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.
- 1.4 The prices at which SBC agrees to provide TWTC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **AM-WI**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, TWTC may resell other Telecommunications Services offered at retail by **AM-WI** at the discount set forth in Appendix Pricing.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **AM-WI** to **AM-WI**'s End Users through tariff(s), the rules and regulations associated with **AM-WI**'s retail tariff(s) shall apply when the services are resold by TWTC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **AM-WI** to its End Users.
- 3.2 TWTC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **AM-WI** retail tariff(s) applicable within that state.

- 3.3 Except where otherwise explicitly permitted in AM-WI's corresponding retail tariff(s), TWTC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 TWTC shall only resell services furnished under this Appendix to the same category of End User(s) to whom AM-WI offers such services (for example, residence service shall not be resold to business End Users).
- 3.4.1 TWTC may only resell "special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
- 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by AM-WI contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by AM-WI retail for the same "special needs service," the End User has previously been certified as eligible for that "special needs service."
- 3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with an AM-WI company, TWTC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. TWTC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific AM-WI tariff for any "special needs service" it resells to any End User beginning on the date that TWTC submits any order relating to that "special needs service." This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable AM-WI retail tariff requirements.
- 3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with an AM-WI company, or if the applicant does not currently have local telephone service, TWTC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with applicable AM-WI retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 This section applies only to AM-WI.

3.4.2.1 TWTC may only resell AM-WI low income assistance services, e.g. LifeLine and Link-Up services, where available for resale, according to associated retail state specific tariffs to persons who are eligible for each such service. Further, to the extent TWTC resells services that require certification on the part of the End User, TWTC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.

3.4.2.2 When the End User is currently receiving AM-WI LifeLine and/or Link-Up benefit, the existing AM-WI CSR will carry the appropriate service indicator. TWTC may view this indicator on the AM-WI CSR.

3.4.2.3 If the indicator described in Section 3.4.2.2 is present on the End User's current retail AM-WI CSR, TWTC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.2.1. TWTC is responsible for obtaining any End User certification or re-certification required by the terms of the state specific AM-WI tariff for LifeLine or Link-Up service it resells to any End User beginning on the date that TWTC submits any order relating to that service. This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable AM-WI retail tariff requirements.

3.4.2.4 If the indicator described in Section 3.4.2.2 is not present on the CSR for the End User's current retail account with AM-WI or if the applicant does not currently have local telephone service, TWTC is responsible for ensuring that the End User is eligible for any LifeLine or Link-Up service in accordance with applicable AM-WI retail tariff requirements, for obtaining and retaining any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.5 Promotions

3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.

3.5.3 This section applies only to AM-WI:

3.5.3.1 AM-WI promotions of ninety (90) days or less are not available to TWTC for resale.

- 3.6 TWTC shall not use a resold service to avoid the rates, terms and conditions of AM-WI's corresponding retail tariff(s).
- 3.7 TWTC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that TWTC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate AM-WI federal and applicable state tariff(s) will apply to each local exchange line furnished to TWTC under this Appendix for resale.
- 3.9 To the extent allowable by law, TWTC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to TWTC for resale. TWTC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 AM-WI shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. TWTC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by AM-WI as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to TWTC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to TWTC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When TWTC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge.

TWTC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."

- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on AM-WI's network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on AM-WI's network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If TWTC is in violation of any provision of this Appendix, AM-WI will notify TWTC of the violation in writing. Such notice shall refer to the specific provision being violated. TWTC will have thirty (30) calendar days to correct the violation and notify AM-WI in writing that the violation has been corrected. AM-WI will bill TWTC a sum equal (i) the charges that would have been billed by AM-WI to TWTC or any Third Party but for the stated violation and (ii) the actual revenues TWTC billed its End User(s) in connection with the stated violation, whichever is greater. Should TWTC dispute the stated violation, TWTC must notify AM-WI in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from AM-WI and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by TWTC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 AM-WI's services are not available at wholesale rates to TWTC for its own use or for the use of any of TWTC's affiliates and/or subsidiaries or the use of TWTC's parent or any affiliate and/or subsidiary of TWTC's parent company, if any.
- 3.14 This section applies only to AM-WI:
- 3.14.1 AM-WI retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.
- 3.14.2 Subject to the provisions of Section 3.14.1, the following shall apply:

3.14.2.1 AM-WI tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost docket.

3.14.2.2 AM-WI Non-Standard Service contracts may be assumed, but receive no wholesale discount.

3.14.3 If TWTC elects to terminate a AM-WI retail contract which TWTC had previously assumed, TWTC will be assessed the applicable termination charges remaining unless TWTC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount TWTC receives for the previously assumed but now terminated contract.

4. **ANCILLARY SERVICES**

4.1 Where available, AM-WI will afford TWTC's End Users the ability to make 911 calls. TWTC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by AM-WI, TWTC shall provide AM-WI with accurate and complete information regarding TWTC's End User(s) in a format and time frame prescribed by AM-WI for purposes of E911 administration.

4.1.1 Should any TWTC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to AM-WI's practices, as well as the rules and regulations applicable to the provision of White Pages directories, AM-WI will include in appropriate White Pages directories the primary alphabetical listings of all TWTC End Users located within the local directory scope. The rules, regulations and AM-WI practices are subject to change from time to time.

4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by TWTC for its End Users on a per listing basis.

4.4 Liability relating to End User Listings

- 4.4.1 TWTC hereby releases AM-WI from any and all liability for damages due to errors or omissions in TWTC's End User listing information as provided to AM-WI under this Appendix, and/or TWTC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend AM-WI and AM-WI's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in TWTC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. TWTC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against TWTC and AM-WI, and/or against AM-WI alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in TWTC's End User listing information in the White Pages directory, AM-WI may, at its option, assume and undertake its own defense, or assist in the defense of the TWTC, in which event the TWTC shall reimburse AM-WI for reasonable attorney's fees and other expenses incurred by AM-WI in handling and defending such demand, claim and/or suit.
- 4.5 Each TWTC subscriber will receive one copy per primary End User listing of AM-OH's White Pages directory in the same manner and at the same time that they are delivered to AM-WI's subscribers during the annual delivery of newly published directories. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, TWTC may provide to AM-WI written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, AM-WI will deliver the remaining directories included in the TWTC's order in bulk to an address specified by the TWTC.
- 4.5.1 If TWTC's End User already has a current AM-WI local White Pages directory, AM-WI shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by TWTC for its End Users', to the extent Directory Assistance (DA) services are provided to AM-WI End Users, AM-WI shall provide TWTC's End Users access to AM-WI Directory Assistance services. TWTC shall pay AM-WI the charges attributable to Directory Assistance services utilized by TWTC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.

- 4.7 AM-WI will provide TWTC with 1/8th page in each directory (where the TWTC has or plans to have local telephone exchange customers) for the TWTC to include TWTC specific-information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an “index-type” informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, TWTC shall provide AM-WI with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of TWTC’s camera-ready copy shall be subject to AM-WI approval. In those directories in which AM-WI includes Spanish Customer Guide Pages, this informational page will also be provided in Spanish at TWTC’s request, subject to the guidelines set forth above.
- 4.8 At its request, TWTC may purchase “Informational Page(s)” in the informational section of the White Pages directory covering a geographic area where TWTC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than AM-WI “Informational Pages”. Sixty (60) calendar days prior to the directory close date, the TWTC shall provide to AM-WI the “Informational Page” in the form of camera-ready copy.
- 4.9 Except where expressly stated the terms and conditions for including TWTC End User listings in AM-WI White Page directories as well as distribution of such directories to TWTC and/or TWTC End User’s is a product offering available through a non-regulated subsidiary of AM-WI.
- 4.10 Subject to any blocking that may be ordered by TWTC for its End Users', AM-WI will provide access to Operator Services (“OS”) to TWTC’s End Users to the same extent it provides OS to its own End Users. TWTC shall pay the charges associated with the utilization of OS by TWTC’s End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.11 AM-WI shall also offer TWTC the opportunity to customize route its End Users’ DA/OS calls where technically feasible. TWTC must have dedicated transport at each End Office where customized routing is requested. TWTC agrees to pay AM-WI appropriate charges associated with customized routing on an ICB basis.
- 4.12 Payphone Services
- 4.12.1 TWTC may provide certain local Telecommunications Services to payphone service providers (“PSPs”) for PSPs’ use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by TWTC by means of reselling AM-WI’s services offered pursuant to the appropriate payphone section(s) of AM-WI’s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as “Payphone Lines.” In its Common Carrier

Docket No. 96-128, the FCC ordered AM-WI to compensate PSP customers of TWTCs that resell AM-WI's services for certain calls originated from pay telephones and received by the resale-based carriers. (Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."

- 4.12.2 The Parties desire that AM-WI satisfy the obligation to pay Payphone Compensation to PSPs that are customers of TWTC by paying the Payphone Compensation to TWTC, who will then forward the Payphone Compensation directly to the PSPs.
- 4.12.3 AM-WI will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. AM-WI will pay Payphone Compensation to TWTC only for:
 - 4.12.3.1 IntraLATA subscriber 800 calls for which AM-WI provides the 800 service to the subscriber and carries the call; and
 - 4.12.3.2 IntraLATA calls placed using AM-WI's prepaid calling card platform and carried by AM-WI.
- 4.12.4 AM-WI will not pay any Payphone Compensation for non-sent paid calls.
- 4.12.5 AM-WI will pay TWTC the Payphone Compensation due to TWTC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if AM-WI deems it necessary to investigate a call or calls for possible fraud.
- 4.12.6 AM-WI will make payment of any Payphone Compensation due to TWTC under this Appendix by crediting TWTC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. AM-WI will not issue a check to TWTC if the credit for Payphone Compensation exceeds the balance due to AM-WI on the bill.
- 4.12.7 Nothing in this Appendix entitles TWTC to receive or obligates AM-WI to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 4.12.8 TWTC represents and warrants that the only AM-WI services that TWTC will make available to PSPs as Payphone Lines are the payphone services that AM-WI offers pursuant to the appropriate payphone section(s) of AM-

WI's state specific tariff(s) applicable in each state covered by this Appendix.

4.12.9 Except as provided otherwise in this Section 4.9.9, TWTC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the TWTC's customer for that Payphone Line. TWTC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If AM-WI pays any Payphone Compensation to TWTC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then TWTC shall pay the entire amount of such Payphone Compensation to the PSP that is TWTC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from AM-WI.

4.12.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, TWTC shall indemnify, protect, save harmless and defend AM-WI and AM-WI's officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

4.12.10.1 TWTC's failure to comply with all the terms and conditions of this Appendix; or

4.12.10.2 Use by a PSP customer of TWTC of any service other than a Payphone Line to provide pay telephone service; or

4.12.10.3 False representation by TWTC.

4.13 Suspension of Service

4.13.1 TWTC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.13.2 AM-WI will offer TWTC local service provider initiated suspension service for TWTC's purposes at the associated AM-WI state specific retail tariff rate for company initiated suspension of service. Service specifics may be obtained in state specific TWTC Handbooks.

4.13.2.1 TWTC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.13.2.2 Should TWTC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, TWTC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.13.2.3 Should TWTC suspend service for one of its End Users and subsequently issue a restoral order, TWTC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. **BRANDING**

5.1 Except where otherwise required by law, TWTC shall not, without AM-WI's prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AM-WI or its Affiliates, nor shall TWTC state or imply that there is any joint business association or similar arrangement with AM-WI in the provision of Telecommunications Services to TWTC's customers.

5.2 Branding Requirements

5.2.1 Where technically feasible and/or available, AM-WI will brand Operator Services (OS) and/or Directory Assistance (DA) in TWTC's name as outlined below:

5.2.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and

5.2.1.2 Disclose immediately to the consumer, upon request, a quote of its rates or charges for the call.

5.2.2 Where AM-WI provides TWTC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since AM-WI's DA and OS utilize the same trunk group, TWTC will receive the same brand for both DA and OS.

5.2.3 TWTC agrees and warrants that it will provide to AM-WI a name to be used for branding covered by this Appendix that matches the name in which TWTC is certified to provide local Telecommunications Services by the applicable state Commission.

5.3 Call Branding

5.3.1 AM-WI will brand OS/DA in TWTC's name based upon the information provided by TWTC and as outlined below:

5.3.1.1 AM-WI – TWTC will provide written specifications of its company name to be used by AM-WI to brand TWTC OS/DA calls, when technically feasible and available, in accordance with the process outlined in the OSQ. TWTC attests that it has been provided a copy of the OSQ.

5.4 Branding Load Charges:

AM-WI – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of TWTC specific branding. In addition, a per call charge applies for every OS call handled by AM-WI on behalf of TWTC when such services are provided in conjunction with the purchase of AM-WI unbundled local switching. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

6. **OS/DA RATE/REFERENCE INFORMATION**

6.1 TWTC will furnish OS/DA Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS/DA Services are to be undertaken.

6.2 TWTC will inform AM-WI, in writing, of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. TWTC acknowledges that it is responsible to provide AM-WI updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.

6.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of TWTC's OS/DA Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either TWTC's OS/DA Services Rate or Reference Information. This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category.

6.4 When an AM-WI Operator receives a rate request from a TWTC End User, where technically feasible and available, AM-WI will quote the applicable OS/DA rates as provided by the TWTC.

6.4.1 AM-WI – In the interim, when an Operator receives a rate request from a TWTC End User, AM-WI will transfer the TWTC End User to a customer care number specified by the TWTC on the OSQ. When AM-WI has the

capability to quote specific TWTC rates and reference information, the Parties agree that the transfer option will be eliminated.

7. **RESPONSIBILITIES OF AM-WI**

- 7.1 AM-WI shall allow TWTC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. AM-WI shall provide interface specifications for electronic access for these functions to TWTC. However, TWTC shall be responsible for modifying and connecting any of its systems with AM-WI-provided interfaces, as outlined in Appendix OSS.
- 7.2 AM-WI shall implement TWTC service orders within the same time intervals AM-WI uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the TWTC Handbook, available on-line, as amended by AM-WI in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.3 TWTC will have the ability to report trouble for its End Users to the appropriate AM-WI trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. TWTC will be assigned customer contact center(s) when initial service agreements are made. TWTC End Users calling AM-WI will be referred to TWTC at the number provided by TWTC. Nothing herein shall be interpreted to authorize TWTC to repair, maintain, or in any way touch AM-WI's network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the TWTC Handbook, available on-line, as amended by AM-WI in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 AM-WI will provide TWTC with detailed billing information necessary for TWTC to issue bill(s) to its End User(s). TWTC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.8 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should TWTC elect to subscribe to the DUF, TWTC agrees to pay AM-WI the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 AM-WI shall make Telecommunications Services that AM-WI provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. AM-WI will notify TWTC of any changes in the terms and conditions under which AM-WI offers Telecommunications Services at retail to subscribers

who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.

7.5.1 **AM-WI** currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to TWTC for resale shall advise TWTC of the category in which such new service shall be placed, and the same discount already applicable to TWTC in that category shall apply to the new service.

7.6 TWTC's End User's activation of Call Trace shall be handled by the **AM-WI** operations centers responsible for handling such requests. **AM-WI** shall notify TWTC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of TWTC's End Users (whether that End User is the victim or the suspect) will be coordinated through TWTC.

7.6.1 TWTC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be TWTC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, TWTC shall indemnify **AM-WI** against any Claim that insufficient information led to inadequate prosecution.

7.6.2 **AM-WI** shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF TWTC

8.1 Prior to submitting an order under this Appendix, TWTC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. **AM-WI** shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies **AM-WI** or TWTC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End

User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 AM-WI shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. TWTC shall make any such authorization it has obtained available to AM-WI upon request and at no charge.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, AM-WI is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If AM-WI, on behalf of TWTC, agrees to investigate an alleged incidence of slamming, AM-WI shall charge TWTC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."

8.5 Should AM-WI receive an order from TWTC for services under this Appendix, and AM-WI is currently providing the same services to another local service provider for the same End User, TWTC agrees that AM-WI may notify the local service provider from whom the End User is being converted of TWTC's order coincident with or following processing TWTC's order. It shall then be the responsibility of the former local service provider of record and TWTC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLEC's or from AM-WI.

8.5.1 If AM-WI receives an order from another local service provider to convert services for an End User for whom TWTC is the current local service provider of record, and if TWTC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then AM-WI shall notify TWTC of such order coincident with or following processing such order. It shall be the responsibility of TWTC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLEC's or from AM-WI.

8.5.2 On no less than sixty (60) calendar days advance written notice, TWTC may, at its option, subscribe to the LDR. AM-WI will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working

Telephone Number ("WTN"), and terminal number of all End Users who have disconnected TWTC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. TWTC shall pay AM-WI for the LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." TWTC agrees that AM-WI may change the per WTN charge, at AM-WI's sole discretion, so long as AM-WI provides TWTC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. AM-WI grants to TWTC a non-exclusive right to use the LDR information provided by AM-WI. TWTC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 8.6 TWTC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at TWTC's location and its End Users' service locations; provided, however, TWTC shall not be responsible for payment of charges for any retail services furnished by AM-WI directly to End Users and billed by AM-WI directly to End Users.

- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by AM-WI for billing to resold End User accounts will be returned as unbillable and will not be passed to TWTC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by AM-WI.

- 8.7 AM-WI shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by TWTC. All applicable rates and charges for services provided to TWTC under this Appendix will be billed directly to TWTC and shall be the responsibility of TWTC; provided, however, that TWTC shall not be responsible for payment of charges for any retail services furnished by AM-WI directly to End Users and billed by AM-WI directly to End Users.

- 8.7.1 Charges billed to TWTC for all services provided under this Appendix shall be paid by TWTC regardless of TWTC's ability or inability to collect from its End Users for such services.

- 8.8 If TWTC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of TWTC to order the appropriate toll restriction or blocking on lines resold to End Users. TWTC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point,

for example, calls originating from correctional facilities, some calls may bypass blocking systems. TWTC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.

- 8.9 TWTC shall be responsible for modifying and connecting any of its systems with AM-WI-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 TWTC shall be responsible for providing to its End Users and to AM-WI a telephone number or numbers that TWTC's End Users may use to contact TWTC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that TWTC's End Users contact AM-WI with regard to repair requests, AM-WI shall inform such End Users to call TWTC and may provide TWTC's contact number.
- 8.11 TWTC acknowledges and agrees that, in the event TWTC makes any "TWTC Change" as that term is defined in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached, TWTC shall comply with the provisions set forth in Section 4.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 TWTC will provide forecasts to AM-WI every January and July using the AM-WI network information form, or a format mutually agreed to by the Parties. These written forecasts will be based on TWTC's best estimates and will include all resale products TWTC will be ordering within the forecast period.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for

environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.